

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Youssef

Serial No.: 09/276,021

Filed: March 25, 1999

For: RAPID TRAINING ECHO
CANCELLOR FOR
TELECOMMUNICATIONS
SYSTEM

Docket No.: 42390.P8950

Petitions Attorney: Brown, Alesia M.

Art Unit: 2614

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

REQUEST FOR RECONSIDERATION OF PETITION UNDER 37 C.F.R. § 1.47(b)

Dear Petitions Attorney:

Presented herein is a request for reconsideration of petition under 37 C.F.R. § 1.47(b) in response to the “Decision under 37 C.F.R. 1.47(b)” mailed September 10, 2007 dismissing Petitioner’s renewed petition under 37 C.F.R. § 1.47(b) mailed February 8, 2007.

Petitioner respectfully requests that the Patent and Trademark Office (“PTO”) consider the following remarks in regard to the above-referenced patent application.

I hereby certify that this correspondence is being deposited via
EFS Web on the date below:

December 10, 2007
Date of Deposit

/Gregory D. Caldwell/
Gregory D. Caldwell, Reg. No. 39,926

REMARKS

Dismissal of Petition under 37 C.F.R. § 1.47(b)

The PTO dismissed Petitioner's petition under 37 C.F.R. § 1.47(b) because it "fails to identif[y] the **inventor's address**" and because it was "not executed on behalf of the inventor by someone **authorized by assignee** to do so." Petitioner contacted Petitions Attorney Brown seeking clarification, and received a voice mail from Petitions Attorney Brown stating that the declaration was not acceptable "because it doesn't state that the person executing the declaration is authorized to do so by the assignee," and moreover, because Petitioner did not submit "a Statement Under 3.73(b)."

Accordingly, Petitioner respectfully submits:

(1) Exhibit A: "Notice of Recordation of Assignment Document" stating that Intel Corporation is the assignee of the above referenced patent application.

(2) Exhibit B: "Declaration and Power of Attorney for Patent Application" under 37 C.F.R. § 1.63 executed February 6, 2007 by David Simon as "Chief Patent Counsel" for Intel Corporation. This document states that "the practitioners associated with Customer Number 45209" are authorized to act on behalf of the assignee in matters pertaining to the above referenced patent application. This document further indicates Applicant Youssef Khalid's citizenship to be the "United States," with last known residence of "Jersey City, New Jersey, United States," and last known mailing address to be 224 Lembeck Avenue, Apt. #2, Jersey City, New Jersey 07305, United States.

(3) Exhibit C: “Statement Under 37 CFR § 3.73(b)” stating that Gregory D. Caldwell, Reg. No. 39,926, is an attorney for Applicant, and is “authorized to act on behalf of the assignee.”

Petitioner respectfully submits that Intel Corporation is the assignee of the above referenced patent application in accordance with Exhibit A, and that Intel Corporation has granted authority to the Law Firm of Blakely, Sokoloff, Taylor, and Zafman to act on its behalf in matters pertaining to the above referenced patent application in accordance with Exhibit B. The Law Firm of Blakely, Sokoloff, Taylor, and Zafman is associated with customer number 45209 referenced in the “Declaration and Power of Attorney for Patent Application” as shown in Exhibit B. Lastly, Gregory D. Caldwell is a Partner with the Law Firm of Blakely, Sokoloff, Taylor, and Zafman, and is therefore authorized to act on the behalf of the assignee, Intel Corporation, in accordance with Exhibit C.

Accordingly, Petitioner respectfully submits that the PTO’s objections to the renewed petition under 37 C.F.R. § 1.147(b) have been overcome based on Exhibits A, B, and C submitted concurrently herewith and respectfully requests that the PTO grant the renewed petition under 37 C.F.R. § 1.47(b).

CONCLUSION

Given the above statements and accompanying documents, Petitioner respectfully requests that the PTO grant the requested action. If there are any informalities or questions that can be addressed via telephone, the Petitions Attorney is encouraged to contact the undersigned attorney at (503) 439-8778.

Charge Deposit Account

Please charge our Deposit Account No. 02-2666 for any additional fee(s) that may be due in this matter, and please credit the same deposit account for any overpayment.

Respectfully submitted,

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP

Date: December 10, 2007

/Gregory D. Caldwell/
Gregory D. Caldwell
Registration No. 39,926
Attorney for Petitioner

Blakely, Sokoloff, Taylor & Zafman LLP
1279 Oakmead Parkway
Sunnyvale, CA 94085-4040
Telephone: (503) 439-8778
Facsimile: (503) 439-6073

EXHIBIT A

Notice of Recordation of Assignment Document



92390 PG950
UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JULY 11, 2003

PTAS

BLAKELY, SOKOLOFF, TAYLOR & ET AL
EDWIN H. TAYLOR
12400 WILSHIRE BOULEVARD, 7TH FLOOR
LOS ANGELES, CALIFORNIA 90025

700035964A

700035964A



UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/10/2003

REEL/FRAME: 013789/0743
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

DIALOGIC CORPORATION

DOC DATE: 06/11/2003

ASSIGNEE:

INTEL CORPORATION
2200 MISSION COLLEGE BLVD.
SANTA CLARA, CALIFORNIA 95052

SERIAL NUMBER: 09276021


FILING DATE: 03/25/1999

PATENT NUMBER:

ISSUE DATE:

SAUNDRA BALLENGER, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

07/10/2003
700035964

Form PTO-1595 (Rev. 3/01) OMD NO. 0651-0011 exp. 5/31/2002		Recordation Form Cover Sheet PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Dialogic Corporation			2. Name and address of receiving party(ies): Name: <u>Intel Corporation</u>		
Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			Internal Address: _____		
3. Nature of Conveyance <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:			Street Address: <u>2200 Mission College Blvd.</u>		
Execution Date(s): <u>6/11/03</u>			City: <u>Santa Clara</u> State/Province: <u>CA</u> Zip: <u>95052</u>		
4. Application Number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No. (s) <u>09/276,021</u>			Country: _____ Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Blakely, Sokoloff, Taylor & Zafman LLP</u> Internal Address: _____ Street Address: <u>12400 Wilshire Boulevard, 7th Floor</u> City: <u>Los Angeles</u> State: <u>California</u> Zip: <u>90025</u>			6. Total number of applications and patents involved: <u>1</u>		
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			7. Total Fee (37 CFR 3.41),.....\$ 40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorization to charge deposit account		
			8. Deposit Account Number: <u>02-2666</u> (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to the deposit account are authorized, as indicated herein.					
Edwin H. Taylor, Reg. No. 25,129 Name of Person Signing		 Signature		July 9, 2003 Date	
Total number of pages including cover sheet, attachments, and document: <u>4</u>					
Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks, Box Assignments Washington, D.C. 20231					

Attorney Docket No. 42390.P8950

CH \$40.00 022666 09276021

Facsimile Transmission

*This company uses RightFAX® fax
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From: **Name:** USPTO ASSIGNMENT DIVISION
 Fax Number:
 Voice Phone: 703-308-9723

To: **Name:** BLAKELY, SOKOLOFF, TAYLOR & ET AL
 Company: EDWIN H. TAYLOR
 Fax Number: 14087208383
 Voice Phone:

Fax Notes:

Pg#	Description
1	Cover Page
2	881.TXT
3	Document 1, Batch 247318

PTAS FAX PROCESSING

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Number of pages including this cover sheet: 03

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**BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN
SUNNYVALE**

*** TX REPORT ***

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RESULT	OK	

BLAKELY 1279 OAKMEAD PARKWAY
SOKOLOFF SUNNYVALE, CALIFORNIA 94085
TAYLOR & (408) 720-8300 (Telephone)
ZAFMAN (408) 720-8383 (Facsimile)

A LIMITED LIABILITY
PARTNERSHIP INCLUDING
LAW CORPORATIONS

FACSIMILE TRANSMITTAL SHEET (TRANSMITTAL TO PTO)

Deliver to: Assignment Division
Firm Name: U.S. PATENT AND TRADEMARK OFFICE
Fax Number: (703) 306-5995 Telephone No.: (703) 308-9723
From: Edwin H. Taylor, Esq.
Date: July 10, 2003 Time: _____
Operator: _____ Matter: 042390,P8950
Number of pages including cover sheet: 5
Application No.: 09/276,021
Filed: March 25, 1999
For: "RAPID TRAINING ECHO CANCELLING FOR TELECOMMUNICATIONS
SYSTEM"

Enclosed are the following documents

- Assignment Recordation Form Cover Sheet
- Assignment Document from Dialogic Corporation to Intel Corporation
- Exhibit A (noting application being assigned)

CERTIFICATE OF TRANSMISSION

I hereby certify that this correspondence is being facsimile transmitted to the U.S. Patent and Trademark Office on:

Date of Transmission July 10, 2003

Nikki McNillion
(Typed or printed name of person transmitting paper)

(Signature of person transmitting paper)

**BLAKELY
SOKOLOFF
TAYLOR &
ZAFMAN**

A LIMITED LIABILITY
PARTNERSHIP INCLUDING
LAW CORPORATIONS

1279 OAKMEAD PARKWAY
SUNNYVALE, CALIFORNIA 94085
(408) 720-8300 (Telephone)
(408) 720-8383 (Facsimile)

FACSIMILE TRANSMITTAL SHEET (TRANSMITTAL TO PTO)

Deliver to: Assignment Division
Firm Name: U.S. PATENT AND TRADEMARK OFFICE
Fax Number: (703) 306-5995 Telephone No.: (703) 308-9723
From: Edwin H. Taylor, Esq.
Date: July 10, 2003 Time: _____
Operator: _____ Matter: 042390.P8950
Number of pages including cover sheet: 5
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Date of Transmission July 10, 2003

Nikki McNillion

(Typed or printed name of person transmitting paper)

(Signature of person transmitting paper)

CONFIDENTIALITY NOTE

The documents accompanying this facsimile transmission contain information from the law firm of Blakely Sokoloff Taylor & Zafman LLP that is confidential or privileged. The information is intended to be for the use of the individual or entity named on this transmission sheet. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this faxed information is prohibited. If you have received this facsimile in error, please notify us by telephone immediately so that we can arrange for the retrieval of the original documents at no cost to you.

IF YOU EXPERIENCE ANY DIFFICULTY IN RECEIVING THE ABOVE PAGES, PLEASE CALL (408) 720-8300 AND ASK FOR THE OPERATOR NAMED ABOVE.

Recordation Form Cover Sheet PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

 1. Name of conveying party(ies): **Dialogic Corporation**

Additional name(s) of conveying party(ies) attached?

☒ No ☐ Yes

3. Nature of Conveyance

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other:
Execution Date(s): **6/11/03**

2. Name and address of receiving party(ies):

Name: **Intel Corporation**

Internal Address:

Street Address: **2200 Mission College Blvd.**City: **Santa Clara** State/Province: **CA** Zip: **95052**

Country:

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application Number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No. (s) 09/276,021

B. Patent No. (s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Blakely, Sokoloff, Taylor & Zafman LLP**

Internal Address:

Street Address: **12400 Wilshire Boulevard, 7th Floor**City: **Los Angeles** State: **California** Zip: **90025**6. Total number of applications and patents involved: **1**

7. Total Fee (37 CFR 3.41).....\$ 40.00

☐ Enclosed

☒ Authorization to charge deposit account

8. Deposit Account Number:

02-2666

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to the deposit account are authorized, as indicated herein.

Edwin H. Taylor, Reg. No. 25,129

Name of Person Signing

Signature

July 9, 2003

Date

Total number of pages including cover sheet, attachments, and document: **4**
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks, Box Assignments
 Washington, D.C. 20231

Assignment of Legal Title to Patents

Whereas, Dialogic Corporation, (hereinafter ASSIGNOR) is the sole and exclusive owner of certain patent applications listed in Exhibit A annexed hereto (collectively referred to as the "Patents"); and

Whereas Intel Corporation, a Delaware corporation, with an office at 2200 Mission College Blvd., California 95052, (hereinafter INTEL) is desirous of acquiring bare legal title to and under the Patents for the sole purpose of registering the Patents in the name of INTEL in the U.S. Patent Office; and

Whereas ASSIGNOR is a subsidiary of INTEL.

Now, Therefore,

For good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby transfer to INTEL, bare legal title to the Patents, and bare legal title to any inventions claimed in said Patents, any reissue or reissues of said Patents already granted and which may be granted, and any certificates of reexamination already granted and which may be granted, the bare legal title to same to be held by INTEL, to the end of the term or terms for which said Patents are or may be granted, reissued or extended as fully and entirely as such bare legal title would have been held and enjoyed by ASSIGNOR if this assignment had not been made. Nothing in this Assignment of Legal Title to Patents shall be construed as transferring to Intel beneficial ownership of the Patents, which beneficial ownership, including the right to use, license, divide, exploit and dispose of the rights to and under such Patents (other than bare legal title), shall continue to be held by ASSIGNOR.

ASSIGNOR, hereby authorizes and requests the Commissioner of Patents to issue any and all Letters Patents of the United States on said inventions to INTEL as assignee of bare legal title to the Patents, and hereby covenants that ASSIGNOR has full right to convey the legal title herein assigned, and that, except as otherwise provided between the

parties, ASSIGNOR has not executed, and will not execute, any agreements in conflict therewith.

ASSIGNOR and INTEL hereby agree that bare legal title to the Patents transferred under this agreement shall revert back to ASSIGNOR when more than 20 percent of every class of equity of ASSIGNOR is transferred to a third party.

In Witness Whereof, ASSIGNOR and INTEL, by their duly authorized representatives, have executed this Assignment.

DATE: 6/11/03

DATE: 6/11/03

By: Nancy Palminere

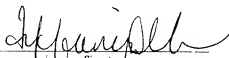
By: Tiffany Doon Silva

Title: Vice President
Intel Corporation

Title: Assistant Secretary
Dialogic Corporation



Signature



Signature



EXHIBIT A

[illegible]



DIALOGIC CORPORATION
1515 Route Ten, Parsippany, New Jersey 07054

Page 1 of 2

EMPLOYEE PROPRIETARY INFORMATION & INNOVATION AGREEMENT

Employee: Khalid Youssef
Print Full Name

THIS AGREEMENT made between me, the above named person, and Dialogic Corporation, herein after referred to as "Dialogic" or "the Corporation", WITNESSETH:

Dialogic has developed and used technical and non-technical information vital to the success of the Corporation's business. Generally, Dialogic employees become acquainted with this information and, depending on job assignments and responsibilities, may contribute to it either through inventions, discoveries, improvements, computer programs, mask works, works for authorship (collectively called "Innovations"), or through studies, analyses, proposals, business plans (collectively called "Work for Hire") or otherwise. Therefore it is necessary for Dialogic to protect certain of this technical and non-technical information generated by its employees by holding it as proprietary and confidential, or by obtaining statutory protection (patents, trademarks, mask works, copyrights) or common law protection (trade secrets) or both.

In consideration of and as part of the terms of my employment by Dialogic and the salary or wages paid me during such employment, it is hereby agreed:

1. PROPRIETARY INFORMATION

I shall not, except as authorized by the Corporation, at any time during or after my employment directly or indirectly disclose to any other person or entity any proprietary or sensitive information of the Corporation or of others (collectively called "Proprietary Information"), which has come into the Corporation's or my possession in the course of my employment with the Corporation; nor shall I use any such Proprietary Information for my personal use or advantage or make it available to others. Proprietary Information includes existing and contemplated technical information such as, for example, compositions, formulas, products, processes, methods, systems, designs, specifications, mask works, testing or evaluation procedures, machines, manufacturing procedures, production techniques, research and development activities, inventions, discoveries and improvements and also existing and contemplated business, marketing and financial information such as, for example, business plans and methods, marketing information, cost estimates, forecast, financial data, new business acquisition/proposal information, customer identification, and sources of supply.

All information, both technical and non-technical, regarding the Corporation's businesses in whatever form, including but not limited to text, drawing, mask works, or computer software programs or documents, is presumed to be proprietary and confidential until it becomes public information lawfully and without breach of confidential obligation.

2. INNOVATIONS

I agree to disclose promptly and fully to the Corporation all Innovations and/or Work for Hire, whether or not patentable, copyrightable or registrable, including but not limited to products, processes, methods, systems, designs, techniques, mask works, computer programs, facilities, equipment, prototypes, and devices that have been or may be conceived, made or authored by me solely or jointly with others during the period of my employment with the Corporation; (a) which are along the lines of or relate to the business, work, or investigations of the Corporation or of any company with which it is affiliated; (b) which result from or arise out of any work that I may do for or on behalf of the Corporation; (c) which result from or arise out of any Proprietary Information that may have been disclosed or otherwise made available to me as a result of duties assigned me by the Corporation; or (d) that are otherwise made through the use of the Corporation's time, facilities, or materials. All such Innovations and Work for Hire shall be the sole and exclusive property of Dialogic and I hereby assign to the Corporation all of my right, title and interest therein.

3. EXECUTION OF DOCUMENTS

I also agree to execute assignments to the Corporation or its assigns, nominees, or successors of all my right, title or interest in and to: (a) any and all Innovations described in paragraph 2 above; (b) any and all patent, trademark, copyright and mask works registration applications therefor; (c) all priority rights acquired under the International Convention for Protection of Industrial Property by filing of such applications; and (d) all patents, trademark, copyright and mask works registrations that may be granted therefor throughout the world. I further agree during and after my employment to sign all lawful papers and otherwise assist without charge and in every lawful way the Corporation and its assigns, nominees or successors at its or their request to obtain, and sustain such patents, trademark, copyright and mask works registrations for its benefit in any and all countries.

**EMPLOYEE PROPRIETARY INFORMATION & INNOVATION AGREEMENT**Employee: Khalid Youssef
Print Full Name**4. NOTICE OF RIGHTS UNDER STATE STATUTES**

No provision in this agreement is intended to require assignment of any of my rights in an invention for which no equipment, supplies, facilities, or trade secret information of the Corporation was used, and which was developed entirely on my own time, unless such invention (1) relates to the business of the Corporation or to the actual or demonstrably anticipated research or development of the Corporation; or (2) results from any work performed by me for the Corporation.

5. RECORDS AND DOCUMENTS

All record, documents, and other writings including text, drawings, computer software programs, mask works or works of authorship relating to or containing Proprietary Information as defined above, and which are prepared or created by me, or which may come into my possession during my employment, are deemed to be the property of the Corporation. Upon termination of my employment, I agree to leave all such records, documents, and writings and all copies thereof with the Corporation.

6. LEGALLY BINDING AGREEMENT

This Agreement shall be binding upon my, my heirs, administrators, assigns, executors, or other legal representatives and shall be binding upon and more to the benefit of Dialogic, its assigns, nominees or successors, however, neither this Agreement nor any provision thereof shall be construed to be an employment agreement. I agree that either during or after my employment the Corporation may advise others of the existence of this agreement and the provision of all or any part thereof.

7. PRIOR INVENTIONS

Listed and briefly described below are all inventions not previously assigned to my former employers and which I conceived and made prior to my employment with Dialogic. Such listed inventions are not included under this Agreement. I agree to notify the Corporation promptly in writing if their actual or projected use comes to my attention. I also agree that I will not disclose to or use on behalf of Dialogic any proprietary or confidential information of any third party without authorization therefrom.

DIALOGIC CORPORATION**EMPLOYEE**By: Alan Hix
Staffing ManagerSignature of Employee: Khalid Youssef
Date: 8/25/97

The following list represents my previous inventions and other created innovations not previously assigned to my former employers which I conceived prior to my employment with Dialogic:

EXHIBIT B

Declaration and Power of Attorney for Patent Application



**DECLARATION AND POWER OF
ATTORNEY FOR PATENT
APPLICATION
(37 CFR 1.63)**

☐ Declaration
Submitted
with Initial
Filing

OR

☒ Declaration
Submitted after Initial
Filing (surcharge
(37 CFR 1.16(e))
required)

Attorney Docket Number 42390P8950

First Named Inventor Khalid Yousseff

COMPLETE IF KNOWN

Application Number 09/276,021

Filing Date March 25, 1999

Art Unit 2614

Petitions
Attorney Alesia M. Brown

As a below named inventor, I hereby declare that:

My residence, mailing address, and citizenship are as stated below, next to my name.

I believe I am the original and first inventor (if only one name is listed below) or an original and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

RAPID TRAINING ECHO CANCELLOR FOR TELECOMMUNICATIONS SYSTEM

the specification of which

(Title of the Invention)

☐ is attached hereto.

OR

☒ was filed on (if applicable):

or 03/25/1999 as United States Application Number

as PCT International Application Number 09/276,021

and was amended on _____ (if applicable)

I hereby authorize and request my attorney, associated with Customer Number 45209, to insert on the designated lines above, the filing date, application number, PCT International Application Number and amendment date, as applicable, of the patent application should this Declaration be filed after filing the specification.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claim(s), as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) or (f), or 365(b) of any foreign application(s) for patent, inventor's or plant breeder's rights certificate(s), or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below any foreign application for patent, inventor's or plant breeder's rights certificate(s), or any PCT international application having a filing date before that of the application on which priority is claimed:

Prior Foreign Application Number(s)	Country	Foreign Filing Date (MM/DD/YYYY)	Priority Not Claimed	Certified Copy Attached?
			<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Appointment of Practitioners:

I hereby appoint the practitioners associated with Customer Number: 45209
as my/our attorney(s) or agents(s), with full power of substitution and revocation, to prosecute this
application and to transact all business in the U.S. Patent and Trademark Office connected herewith.

Correspondence:

Direct all correspondence to Customer Number 45209.

I hereby declare that all statements made herein of my own knowledge are true and that all
statements made on information and belief are believed to be true; and further that these
statements were made with the knowledge that willful false statements and the like so made are
punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false
statements may jeopardize the validity of the application or any patent issued thereon.

NAME OF SOLE OR FIRST INVENTOR: ☐ A petition has been filed for this undersigned inventor

Full Name: Khalid Yousseff
(First, Middle [if any], Family Name (or Surname), and Suffix [if any])

Inventor's Signature _____ Date _____

Residence Jersey City, New Jersey United States Citizenship United States
(City, State, Country) *(Country)*

Mailing Address 224 Lembeck Avenue, Apt. #2
Jersey City, New Jersey 07305 United States

Date: 2/2/07

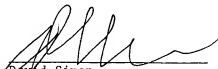
By: 
David Simon
Chief Patent Counsel
Intel Corporation

EXHIBIT C

Statement under 37 C.F. R. §3.73(b)

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Khalid YousseffApplication No./Patent No.: 09/276,021 Filed/Issue Date: March 25, 1999Entitled: RAPID TRAINING ECHO CANCELLOR FOR TELECOMMUNICATIONS SYSTEMIntel Corporation, a Delaware corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest
(The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Khalid Yousseff To: Dialogic Corporation

The document was recorded in the United States Patent and Trademark Office at
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2. From: Dialogic Corporation To: Intel Corporation

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3. From: _____ To: _____

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☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee now, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

Date

Gregory D. Caldwell, Reg. No. 39,926(503) 439-8778

Printed or Typed Name

Telephone Number

Attorney for Applicant

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: **Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

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